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10 **UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

11 MICHAEL CANNON, RITA HUNTER,  
12 RICHARD MOYER, JOHN STARKS and  
DANIEL VARGAS,

13 Plaintiffs,

14 vs.

15 KEOLIS TRANSIT AMERICA, INC., a  
Delaware Corporation; MV  
TRANSPORTATION, INC., a California  
16 Corporation; and VEOLIA  
TRANSPORTATION SERVICES, INC., a  
17 Maryland Corporation.

18 Defendants.

Case No.: 2:14-cv-01983-JCM-CWH

**STIPULATION AND ORDER  
REGARDING PLAINTIFFS  
MICHAEL CANNON, JOHN  
STARKS, AND DANIEL VARGAS'  
DISCRIMINATORY TERMINATION  
CLAIMS**

19 Defendant Veolia Transpiration Services, Inc. which is now known as Transdev North  
20 America, Inc. (hereinafter "Veolia") and Plaintiffs Michael Cannon, John Starks, and Daniel  
21 Vargas (hereinafter collectively, "Plaintiffs"), by and through their respective counsel of record,  
22 hereby submit this stipulation and order dismissing certain claims and defenses with prejudice.

23 Plaintiffs hereby stipulate and agree to the dismissal, with prejudice, of any and all claims  
24 asserted against Veolia that Veolia was responsible for Plaintiffs not being hired for the Sunset and  
25 Simmons service contracts, which Veolia lost to Keolis Transit America, Inc. (hereinafter  
26 "Keolis") and MV Transportation, Inc. (hereinafter "MV") respectively, on or about July 7, 2013  
27 (hereinafter, "Dismissed Claims").

1 Defendant Veolia hereby stipulates and agrees to waive any claim for fees and costs arising  
2 out of or related to the above referenced Dismissed Claims.

3 Plaintiffs do not waive or dismiss any claims against Veolia relating to them not being  
4 hired by Veolia for the SuperShuttle contract or the Para-Transit contract, both of which were  
5 obtained by Veolia after they lost the Sunset and Simmons service contracts. Defendant Veolia  
6 further stipulates and agrees to waive any arguments that it might have, that Plaintiffs failed to  
7 exhaust their administrative remedies with respect to not being hired for the SuperShuttle or Para-  
8 Transit contracts.

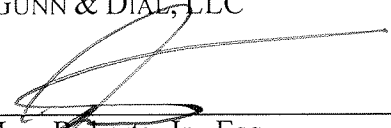
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10 LAW OFFICES OF MICHAEL P. BALABAN

11 /s/ Michael P. Balaban

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22 **ORDER**

23 **IT IS SO ORDERED.**

24 Dated December 28, 2015.

25   
26 UNITED STATES DISTRICT JUDGE  
27

